

GARY S. SAUNDERS (SBN 144385)
SAUNDERS & ASSOCIATES, APC
610 NEWPORT CENTER DR. #250
NEWPORT BEACH, CA 92660-2517
Telephone: (949) 590-8585
Email: litigation@saundersapc.com
gary@saundersapc.com

Former Attorney for Defendant,
MONARCAS CANDIES, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

SUEROS & BEBIDAS
REHIDRATANTES, S.A. de C.V., a
Mexican company, and CAB
ENTERPRISES, INC., a Delaware
corporation,

Plaintiffs,

v.

MONARCAS CANDIES, a California
corporation, and DOES 1-10,

Defendants.

Case No. 2:23-cv-08282 DSF (BFMx)

Assigned For All Purposes To
Hon. Dales. Fischer; Courtroom 7D

**MOTION TO WITHDRAW AS
COUNSEL OF RECORD**

Date: January 13, 2025

Time: 1:30 p.m.

Courtroom: 7D

[ECF No. 111]

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on Monday, January 13, 2025, at 1:30 p.m., or as soon thereafter as the matter may be heard, in Courtroom 7D of the above-entitled court, located at 350 W. 1st Street, Los Angeles, CA 90012, Saunders & Associates APC (“Movant”) will, and hereby does, move this Court for an order permitting

1 withdrawal as counsel of record for Defendant Monarcas Candies, Inc., pursuant to
2 Local Rule 83-2.3.2, California Rules of Professional Conduct, and applicable federal
3 law.

4 **I. INTRODUCTION**

5 This motion is filed to formally request withdrawal of Saunders & Associates
6 APC as counsel of record for Defendant Monarcas Candies, Inc. (“Monarcas”). The
7 firm has completed its engagement for the original litigation phase of this case, and
8 irreconcilable differences between counsel and client now render continued
9 representation impractical and unnecessary. Furthermore, client consent to withdraw
10 has been expressly provided, and replacement counsel, Romaine Lokhandwala Law
11 Group, LLP (hereinafter “Mr. Romaine” or “new counsel”), is fully prepared to step
12 into representation.

13 This case is administratively closed, with current proceedings limited to post-
14 judgment enforcement. Saunders & Associates APC was retained by Monarcas
15 Candies, Inc. during the active litigation phase of this case. However, the case is now
16 administratively closed, and the current proceedings involve post-judgment issues that
17 fall outside the original scope of the firm’s engagement. Continued representation by
18 Saunders & Associates is no longer necessary, as these matters differ substantially from
19 the reasons for which the firm was initially hired.

20 For these reasons, Saunders & Associates respectfully requests that the Court
21 grant this motion.

22 **II. RELIEF REQUESTED**

23 Movant seeks an order permitting Saunders & Associates APC to withdraw as
24 counsel of record for Defendant Monarcas Candies, Inc.

25 **III. GROUNDS FOR RELIEF**

26 **A. Client Consent**

27 On August 29, 2024, Defendant Manuel Vasquez, as principal for Monarcas
28 Candies, Inc., filed a signed Form G-01 (Request for Approval of Substitution of

1 Attorney or Withdrawal of Counsel), consenting to Saunders & Associates APC's
2 withdrawal and substitution of William A. Romaine as counsel of record (attached as
3 **Exhibit A** to the Declaration of Gary S. Saunders). Despite this, the Court did not
4 approve the substitution, leaving both firms as counsel of record.

5 **B. Procedural Error in Substitution**

6 On November 5, 2024, Mr. Romaine filed Form G-123 (Notice of Appearance
7 or Withdrawal of Counsel) to formally assume representation of Monarcas (attached
8 as **Exhibit B** to the Declaration of Gary S. Saunders). The Court rejected this filing on
9 procedural grounds, as indicated in the Notice of Deficiency dated November 6, 2024
10 (attached as **Exhibit C** to the Declaration of Gary S. Saunders). This procedural issue
11 created unnecessary duplication of representation, which this motion seeks to resolve.

12 **C. Procedural Compliance**

13 Mr. Saunders has taken all reasonable steps to notify Monarcas Candies, Inc.,
14 and Manuel Vasquez of his intent to withdraw. Communication channels have been
15 maintained through email and mail, and all relevant information has been
16 communicated to the client.

17 **D. Irreconcilable Differences**

18 Irreconcilable differences between counsel and client make continued
19 representation unfeasible. These differences prevent effective communication and
20 collaboration, rendering competent legal representation impossible under the
21 circumstances.

22 **E. In-Person Examination and Representation Issues**

23 An in-person examination is scheduled in this matter on December 9, 2024, and
24 substitute counsel, Mr. Romaine, is already prepared to attend on behalf of Monarcas
25 Candies, Inc. Saunders & Associates APC does not believe its attendance is necessary,
26 as Mr. Romaine is capable of fully representing the client. However, because Saunders
27 & Associates remains on record, attendance may be required to fulfill its obligations as
28 counsel of record.

1 This duplicative representation creates unnecessary confusion and inefficiency.
2 While the motion is scheduled to be heard on January 13, 2025, Saunders & Associates
3 APC recognizes its ongoing obligations as counsel of record until the motion is granted.
4 Accordingly, Saunders & Associates is prepared to attend the in-person examination
5 on December 9, 2024, if required.

6 Granting this motion at the earliest opportunity will ensure clarity in
7 representation, prevent duplicative efforts in future proceedings, and align the record
8 with the intended transition to new counsel. This will protect the client's interests while
9 minimizing inefficiencies.

10 **F. Scope of Representation**

11 Saunders & Associates APC was initially hired to represent Monarcas Candies,
12 Inc. during the active litigation phase of this matter. Since the case is now
13 administratively closed and proceedings are limited to post-judgment enforcement, the
14 nature of the representation has fundamentally shifted. These current matters fall
15 outside the scope of the firm's original engagement. The client's interests are better
16 served by new counsel who is already prepared to address these post-judgment issues.

17 **IV. LEGAL AUTHORITY**

18 **A. Local Rule 83-2.3.2**

19 Under Local Rule 83-2.3.2, attorneys may not withdraw without leave of court
20 unless another attorney is simultaneously substituted. Saunders & Associates APC has
21 secured client consent to withdraw (attached as **Exhibit A** to the Declaration of Gary
22 S. Saunders) and identified substitute counsel, Mr. Romaine. New counsel is prepared
23 to act as counsel for Monarcas Candies.

24 **B. California Rules of Professional Conduct, Rule 1.16**

25 Under Rule 1.16, a lawyer must or may withdraw from representation when
26 specific conditions are met. In this case, withdrawal is both permissible and appropriate
27 based on several provisions within the rule.

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1 **1. Mandatory Withdrawal**

2 Under Rule 1.16(a)(3), a lawyer must withdraw when discharged. Monarcas
3 Candies, through Manuel Vasquez, consented to Saunders & Associates APC's
4 withdrawal by signing the Form G-01, satisfying this requirement.

5 **2. Permissive Withdrawal**

6 Alternatively, withdrawal is permissible under Rule 1.16(b) for a few reasons
7 applicable to this case:

8 a. **No Material Adverse Effect:** Under Rule 1.16(b)(1),
9 withdrawal can be accomplished without material adverse effect on the
10 client's interests. Monarcas Candies has secured substitute counsel,
11 Mr. Romaine, who is ready to assume representation, ensuring continuity
12 and protecting the client's interests.

13 b. **Irreconcilable Differences:** Rule 1.16(b)(7) allows withdrawal
14 for "other good cause." Irreconcilable differences between Saunders &
15 Associates APC and Monarcas Candies have impaired effective
16 communication and collaboration, making continued representation
17 untenable.

18 c. **Procedural Efficiency:** Continued dual representation serves
19 no practical purpose and risks duplicative efforts and unnecessary costs,
20 aligning this case with Rule 1.16(b)(1).

21 **3. Obligations Upon Withdrawal**

22 Rule 1.16(d) requires a lawyer to protect the client's interests upon termination.
23 Saunders & Associates APC has fulfilled this duty by providing notice, facilitating the
24 transition to Mr. Romaine, and ensuring substitute counsel has access to all relevant
25 materials.

26 Withdrawal is justified under Rule 1.16(a) based on the client's express consent
27 and under Rule 1.16(b) due to irreconcilable differences and the absence of any
28 material adverse effect on the client. Saunders & Associates APC has met its ethical

1 obligations by providing notice, facilitating the transition to Mr. Romaine, and ensuring
2 continuity of representation, aligning with both the letter and spirit of Rule 1.16.

3 **C. Duplicative Counsel is Inefficient and Unnecessary**

4 Federal courts recognize that having multiple attorneys on record for the same
5 representation creates unnecessary duplication. Here, substitute counsel has already
6 been identified, and withdrawal would streamline representation while ensuring
7 continuity.

8 **D. Case Law**

9 Federal courts consistently grant motions to withdraw as counsel when
10 continued representation becomes untenable due to irreconcilable differences, when
11 client consent is provided, or when substitute counsel is available to ensure continuity
12 of representation. These principles aim to balance the attorney's ethical obligations, the
13 client's rights, and judicial efficiency. The following cases illustrate circumstances in
14 which withdrawal was deemed appropriate and support the motion in this case.

15 In *Leatt Corp. v. Innovative Safety Tech., LLC*, the court held that irreconcilable
16 differences between counsel and client, combined with client consent, justified
17 withdrawal even in the absence of substitute counsel. The court emphasized that no
18 prejudice resulted because the client was given sufficient notice to secure new
19 representation. *Leatt Corp. v. Innovative Safety Tech., LLC*, No. 09-CV-1301-IEG
20 (POR), 2010 WL 444708, at *2 (S.D. Cal. Feb. 2, 2010). Here, the availability of
21 Mr. Romaine as substitute counsel further ensures that Monarcas Candies will face no
22 disruption or prejudice if the motion is granted.

23 Similarly, in *Darby v. City of Torrance*, the court found withdrawal appropriate
24 when the attorney-client relationship had irreparably broken down, rendering effective
25 representation impossible. *Darby v. City of Torrance*, 810 F. Supp. 275, 276 (C.D. Cal.
26 1992). The irreconcilable differences between Saunders & Associates APC and
27 Monarcas Candies align closely with this precedent, demonstrating that continued
28 representation is neither practical nor ethically feasible.

1 Courts also recognize that the presence of substitute counsel mitigates any
2 potential prejudice to the client or judicial process. For instance, in *United States v.*
3 *Parker*, the Second Circuit held that withdrawal was appropriate when substitute
4 counsel was available, and no delay or prejudice would result. *United States v. Parker*,
5 439 F.3d 81, 104 (2d Cir. 2006). Likewise, in this case, Mr. Romaine's readiness to
6 assume representation ensures a seamless transition that will not disrupt proceedings
7 or compromise the client's interests.

8 Finally, in *Canandaigua Wine Co. v. Moldauer*, the court granted withdrawal
9 where substitute counsel had been identified, ensuring the client's interests remained
10 adequately represented. *Canandaigua Wine Co. v. Moldauer*, No. 1:02-CV-06599,
11 2009 WL 89141, at *2 (E.D. Cal. Jan. 14, 2009). The circumstances here mirror those
12 in *Canandaigua*, as Mr. Romaine's involvement addresses any concerns about
13 continuity of representation and supports granting this motion.

14 These cases demonstrate that when irreconcilable differences exist, client
15 consent is provided, and substitute counsel is available, courts routinely grant motions
16 to withdraw, ensuring both the attorney's ethical obligations and the client's right to
17 effective representation are upheld.

18 **G. No Prejudice to the Client or Proceedings**

19 Withdrawal of Saunders & Associates APC will not prejudice Defendant
20 Monarcas Candies, Inc. or disrupt the proceedings. New counsel is prepared to proceed
21 as counsel, ensuring continuity of representation. The presence of identified counsel
22 further demonstrates that withdrawal will not leave Defendant unrepresented, thereby
23 satisfying procedural and ethical requirements.

24 **H. Ethical Considerations Favor Withdrawal**

25 Federal and California courts have consistently emphasized that attorneys must
26 withdraw when irreconcilable differences or breakdowns in communication render
27 effective advocacy impossible. Rule 1.16 of the California Rules of Professional
28 Conduct requires attorneys to withdraw when continued representation would violate

1 ethical duties or when it is no longer possible to maintain effective communication with
2 the client.

3 In this case, irreconcilable differences have arisen between Saunders &
4 Associates APC and Monarcas Candies, Inc., preventing effective representation and
5 creating an ethical obligation to withdraw. Furthermore, dual representation by
6 Saunders & Associates APC and Mr. Romaine serves no purpose, risks ethical
7 complications, and unnecessarily complicates the record. Withdrawal will align with
8 ethical obligations while preserving the client's ability to transition seamlessly to
9 substitute counsel.

10 **V. CONCLUSION**

11 Saunders & Associates APC was retained to represent Monarcas Candies, Inc.
12 during the active litigation phase of this case. However, the case is now
13 administratively closed, and the current proceedings involve post-judgment issues that
14 differ substantially from the firm's original engagement. These matters are better suited
15 to the representation of new counsel, who is prepared to assume full responsibility for
16 the case.

17 Continued involvement by Saunders & Associates APC is no longer required
18 and might create inefficiencies or redundancies. The presence of Mr. Romaine ensures
19 that Monarcas Candies will remain adequately represented, mitigating any potential
20 prejudice.

21 For these reasons, Saunders & Associates APC respectfully requests that the
22 Court grant this motion to withdraw as counsel of record.

23 Respectfully submitted,
24 Dated: December 6, 2024 SAUNDERS & ASSOCIATES

25 By: /s/ Gary Saunders
26 Gary Saunders
27 Former Attorney for Defendant,
28 MONARCAS CANDIES, INC